

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

ADRIAN NICHOLSON, et al  
AMELIA GREEN, et al  
ASIA ARCHIE, et al  
ALEXIS CANNON, et al

1:19-CV-519  
1:19-CV-670  
1:19-CV-575  
1:19-CV-823

Plaintiff,

v.

SELECT MANAGEMENT  
RESOURCES, LLC, et al

Defendants.

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**MOTION TO COMPEL ARBITRATIONS**

Plaintiffs listed on Exhibit A, by and through their undersigned counsel, renew the motion to compel arbitrations contained in the Complaint and hereby move to stay this action and compel individual arbitrations of Moving Plaintiffs' claims against Defendants pursuant to arbitration agreements contained in the Motor Vehicle Title Loan and Security Agreement(s) that each moving Plaintiff entered into with Defendants. With regard to this motion, counsel has made a diligent effort to include only those Plaintiffs with unresolved claims, and to exclude all Plaintiffs who have reached a settlement with Defendants.

Counsel for Plaintiffs anticipates that the opposition to this motion, if any, will not be based upon the existence or authenticity of the agreements to arbitrate, but rather the Court's application of those agreements to the claims and defenses in this case. Indeed, Defendants admit that "each of the contracts between Plaintiffs and Defendants contain an arbitration clause." (DN 15 ¶ 60). Defendants have also voluntarily produced many of the the arbitration agreements, and registered their arbitration agreements with the American Arbitration Association. Therefore, given the admonition against filing voluminous materials unless the materials are essential (LR 7.1(d)) rather than attaching each individual Agreement, Plaintiffs refer the Court to the eight arbitration provisions that Defendants have registered with the American Arbitration Association. Additionally, Plaintiffs are not in possession of the Arbitration Agreement for each applicable loan, but will make all agreements available to the Court if and when they are produced by Defendants pursuant to the Court's prior order. However, based upon discussions with Counsel for Defendants, Plaintiffs are informed that the eight agreement registered with the American Arbitration Association, two each for Anderson Financial Services, LLC, Kipling Financial Services, LLC, LoanSmart, LLC and North American Title Loans, LLC, represents the total universe of agreements. These agreements were previously filed with the

Court in *Strange et al v. Select Management Resources, et al.* 1:19-cv-321 (DN 33-1 through 33-8) and *Phillips et al v. Select Management Resources, et al.* 1:19-cv-325 (DN 33-1 through 33-8). The material difference between the two versions for each lender is the inclusion of Paragraph “1.” entitled “U.S. Constitutional Issues.” Plaintiffs stand ready to make each agreement available for the Court’s review if necessary. Attached hereto as Ex. A. is a chart identifying the bates number of the loan agreements produced by Defendants, where applicable, the Plaintiff-customer(s), the lender, and whether have an agreement that contains Paragraph “1.,” if that information is known at present.

This Motion involves the same claims, same defenses and same Defendants are currently pending before this court in companion actions *Strange et al v. Select Management Resources, et al.* 1:19-cv-321 and *Phillips et al v. Select Management Resources, et al.* 1:19-cv-325. Plaintiffs believe the Court’s resolution of Plaintiffs motion to compel arbitrations in *Strange* and *Phillips* will also resolve this motion. Plaintiffs are contemporaneously filing a supporting brief which incorporates the filings in support arbitration filed by the plaintiffs in *Strange* and *Phillips* including the Brief in Support, Reply, and Response to Sur-reply (*Strange* DN 33, 40, 57; *Phillips* DN 33, 40, 56).

This the 25th day of September, 2019

/s/James R. Faucher

James R. Faucher (NCSB 31514)

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## **CERTIFICATE OF SERVICE**

This is to certify that on September 25, 2019 a copy of the foregoing **PLAINTIFFS' MOTION TO COMPEL ARBITRATIONS** was filed with the Clerk of Court using CM/ECF system, which will send notification of such filing to all counsel of record.

/s/James R. Faucher

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